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DR 78-000068-00

JUDGE: SAMUEL H WELCH, JR.

ALABAMA JUDICIAL DATA CENTER  
CASE ACTION SUMMARY  
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF MONROE COUNTY

TAMMIE ELLISHA MCCANTS VS JAMES DERRICK MCCANTS

FILED: 05/19/98 TYPE: DIVORCE

TYPE TRIAL: NON-JURY TRACK:

DATE1: CA: CA DATE:  
DATE2: AMT: \$1.00 PAYMENT:PLAINTIFF 001: MCCANTS TAMMIE ELLISHA  
P O BOX 973ATTORNEY: GRANTHAM, LAURA R  
P. O. BOX 1341FRISCO CITY, AL 36445-0000  
PHONE: 000-0000ENTERED: 05/19/98 ISSUED:  
SERVED: ANSWERED:TYPE:  
JUDGEMENT:MONROEVILLE, AL 36461  
(205) 000-0000DEFENDANT 001: MCCANTS JAMES DERRICK  
RT 1 BOX 152

ATTORNEY:

MONROEVILLE, AL 36460-0000  
PHONE: 000-0000ENTERED: 05/19/98 ISSUED:  
SERVED: ANSWERED:TYPE:  
JUDGEMENT:

05/19/1998 ASSIGNED TO JUDGE: SAMUEL H WELCH, JR.

05/19/1998 NON-JURY TRIAL REQUESTED

05/19/1998 MCCANTS TAMMIE ELLISHA ADDED AS C001

05/19/1998 LISTED AS ATTORNEY FOR C001: GRANTHAM, LAURA R

05/19/1998 MCCANTS JAMES DERRICK ADDED AS D001

A CERTIFIED COPY  
of the original on file  
in my office  
JOHN M. SAWYER  
Clerk of Court

JOS/052098

(Certified Copy of  
Entire File)

**IN THE CIRCUIT COURT OF MONROE COUNTY, ALABAMA**

**IN RE: THE MARRIAGE OF  
TAMMIE ELISHA MCCANTS,  
PLAINTIFF,**

**VS.**

**JAMES DERRICK MCCANTS,  
DEFENDANT.**

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**CASE NO.:DR-98-68**

**JUDGMENT OF DIVORCE**

This action came on to be heard and was submitted to this Honorable Court on the pleadings, process and evidence *ore temus* and upon agreement of the parties, and upon consideration thereof,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties are hereby dissolved and they are forever divorced from one another for and on account of incompatibility of temperament, and,

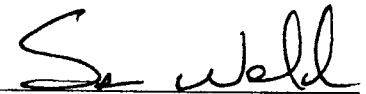
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Stipulation and Agreement of the parties dated the 9th day of April, 1998, be and the same is hereby incorporated by reference herein and is made a part hereof as though set forth fully herein, and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff's maiden name, Gulley, shall be restored unto her, and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party to this action shall again marry except to each other until sixty (60) days after the rendition of this Judgment, and that if an appeal is taken (which must be instituted within forty-two (42) days from the date of this decree or from the date that a post trial motion is denied), then neither party shall marry again except to each other during the pendency of any such appeal, and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this action are taxed as paid.

Done this the 17 day of June, 1998.

  
Circuit Judge  
Monroe County, Alabama

FILED

MAY 19 1993

IN THE CIRCUIT COURT OF MONROE COUNTY, ALABAMA

IN RE: THE MARRIAGE OF  
TAMMIE ELLISHA MCCANTS  
PLAINTIFF,

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VS.

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JAMES DERRICK MCCANTS  
DEFENDANT.

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JOHN M. SAWYER  
CLERK OF COURT

DR-~~98~~-68

STIPULATION AND AGREEMENT

The parties to this divorce action, in order to limit the litigation and reduce the taking of extended testimony, do stipulate and agree under Rule 43 of the Alabama Rules of Civil Procedure for, a Notary Public of the State at Large, to take testimony in this cause and file the same with the Court, and if this cause proceeds to final decree that the following terms may, by reference, be incorporated into and made part of the final decree in this cause:

1. To settle the issues with regard to their separation and divorce, the Plaintiff and the Defendant mutually agree to the terms and conditions set forth below in this Stipulation and Agreement. The parties agree that the agreement shall be made a part of the Judgment of Divorce between the parties.

2. For purposes of incorporation into any Settlement Order or Judgment of Divorce in this cause which the Court deems appropriate, the Plaintiff and the Defendant agree and stipulate that the date that this Stipulation and Agreement is executed and signed by the Plaintiff shall be the date of this agreement for use and incorporation into said Judgment of Divorce.

SECTION I

Division of Property and Debts

3 The parties have reached a separate agreement as to the division of their personal property, appliances and household furnishings and have already divided the same.

4. All right and title in the following described personal property is hereby divested out of the Defendant and vested in the Plaintiff, subject to any encumbrances against the same;

(a) All items of personal property currently in her possession, which are not otherwise described in this agreement.

(b) Her clothing, personal effects, jewelry and cosmetics.

5. All right and title in the following described personal property is hereby divested out of the Plaintiff and vested in the Defendant, subject to any encumbrances against the same:

(a) All items of personal property currently in his possession, which are not otherwise described in this agreement.

(b) His personal clothing, personal effects, jewelry and tools.

6. Each party acknowledges that there are no joint debts of the parties and no debts which have been incurred by either party since their separation to which the other party would be liable.

7. Each party agrees to pay the debts in his or her individual name and to hold the other party harmless as to any claims by the creditor against the other party for said debts.

## SECTION II

### Alimony

8. Both parties waive the right to claim alimony in gross from each other.

9. Both parties waive the right to claim periodic alimony from each other.

## SECTION III

### Miscellaneous Provisions

10. Each party shall execute any and all documents necessary to effectuate the terms of this agreement including, but not limited to, deeds, bills of sale, certificates of title, tax forms, real estate contracts, and the like.

11. The parties shall be restrained from harassing and intimidating one another.
12. Each party agrees to pay their respective attorney's fees.
13. The Plaintiff's maiden name shall be restored unto her.
14. The costs of this action shall be taxed as paid.
15. The parties agree that the Circuit Court of Monroe County, Alabama will be requested to approve this agreement in its entirety as fair and equitable.
16. The Plaintiff and the Defendant each fully understand the terms, conditions and provisions of this agreement and believe them to be fair, just and reasonable.
17. Each party to this agreement acknowledges and declares that he or she, respectively:
  - a. Is fully and completely informed as to the facts relating to the subject matter of this agreement and as to the rights and liabilities of both parties;
  - b. Enters into this agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind;
  - c. Has given due and careful thought to the making of this agreement;
  - d. Has carefully read each provision of this agreement;
  - e. Fully and completely understands each provision of this agreement.
18. If any provision of this agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
19. This Agreement may be amended or modified only be a written instrument signed by both parties.
20. This Agreement supersedes any and all other agreements, either oral, or in writing between the parties relating to the rights and liabilities arising out of their marriage. This agreement contains the entire agreement of the parties.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

22. The parties hereby agree that the provisions of the Agreement are to be included in any decree of divorce rendered by the Monroe County Alabama Circuit Court in the case styled IN RE: THE MARRIAGE OF TAMMIE ELLISHA MCCANTS VS. JAMES DERRICK MCCANTS, and further agree that the Court shall retain jurisdiction over these proceedings for any further appropriate orders pursuant to Code of Alabama(1975), Title 30-3-60 et seq.

Tammie Ellisha McCants  
TAMMIE ELLISHA MCCANTS/Plaintiff

4/9/98  
Date

James D. McCants  
JAMES DERRICK MCCANTS/ Defendant

6 November 97  
Date

STATE OF ALABAMA)  
COUNTY OF MONROE)

I, the undersigned Notary Public, in and for said County and in said State, hereby certify that Tammie Ellisha McCants, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9<sup>th</sup> day of April, 1998.

  
Notary Public- State at Large

My Commission Expires: My Commission Expires 2-14-99

STATE OF ALABAMA)  
COUNTY OF MONROE)

I, the undersigned Notary Public, in and for said County and in said State, hereby certify that James Derrick McCants, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being fully informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 6<sup>th</sup> day of November, 1997.

  
Notary Public- State at Large

My Commission Expires: My Commission Expires 2-14-99